REQUEST FOR BIDS

BID NO. R091644

CITY OF MOUNTAIN VIEW Purchasing Division 500 Castro St/PO Box 7540 Mountain View CA 94039-7540 Ph 650-903-6324 FAX 968-5472

Page 1 of 2

Bid Due Date: 5/8/09 Bid Due Time: 2:00 PM

VENDOR	NAME:	
ATTN		

Item	Qty	Unit	Description	Unit Price	Amount
0001	2	EA	Bunker Raking Unit. 4 cycle gas engine 16 horsepower, 3600 RPM, electronic ignition double air filtration; attachment A-frame assembly; rear tooth rake as per attached specifications. MODEL: Toro Sand Pro 3040 Model 08703 OR EQUAL		
0002	2	EA	Fairway Mower; diesel, 4 cylinder; 35.5 horsepower; rear mounted radiator; front traction; 5 plex cutting units; 8 blade cutting, 22" wide as per attached specifications. MODEL: Toro Reelmaster 5410, Model 03670 OR EQUAL		
0003	1	EA	Greensmower: air cooled gasoline engine (570cc); three tire 18x9.5 tubeless smooth tread; 8 blade reels, 5" diameter as per attached specifications. MODEL: Toro Greensmaster 3100, Model 04356 OR EQUAL		
0004	3	EA	BRAND QUOTED: Light Duty Utility Vehicle; 4 cycle gas solid state 12 V ignition; cargo box; lift kit as per attached specifications. MODEL: John Deere Gator TX 4X2 OR EQUAL		· · · · · · · · · · · · · · · · · · ·
0005	2	EA	BRAND QUOTED: TRADE IN: Bunker Raking Units John Deere and Toro 1997 Toro Sand Pro 5000 #860, 3421 hours ***CONTINUED***		

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Page 2 of 2

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•		VENDOR ATTN	R NAME:	•	
			· · · · · · · · · · · · · · · · · · ·		
-	•				
Item	Qty	Unit	Description	Unit Price	Amount
			fair to poor condition, still runs very well and is able to use attachments. Entire Frame is weathered with typical rusting, scratches and fading. 2000 John Deere 1200a #985, 3422 hours, fair condition, still runs well, has weathered shell, scratches & fading		
0006	2	EA	TRADE IN: Fairway Mower John Deere and Toro 1999 Toro 6500D #963, 3517 hours, good to fair condition, still in good working condition, unit has wear and tear but majority of life was spent indoors 2000 John Deere 3215B #987, 3317 hours, good to fair condition, still in good working condition, more wear than Toro from sitting outside in elements.		
0007	1	EA	TRADE IN: Greensmower Jacobsen 2000 Jacobsen GreenKing IV #979, 1618 hours, fair to good condition, unit will run but needs work, it has been outside its entire life and is very weathered.		····
0008	3	EA	TRADE IN: Light Duty Utility Vehicle John Deere 2001 John Deere Gator #995, 1350 hours, fair condition, still runs well but has typical wear for utility vehicle with weathered frame, scratches and fading 2001 John Deere Gator #996, 1522 hours, fair condition, still runs well but has typical wear for utility vehicle with weathered frame, scratches and fading 2001 John Deere Gator #997, 1310 hours, fair condition etc. same as above gators		
Discou	nt Pa	ms: Net yment ' Delive		SUBTOTAL 3.25% SALES TAX Add) SHIPPING GRAND TOTAL	

CITY OF MOUNTAIN VIEW

REQUEST FOR BIDS NO. R091644 INSTRUCTIONS FOR SUBMITTING BIDS

1.	Type	of Re	ply	Req	uested:

- Request for Bid, Informal (fax bids are acceptable)

 Request for Bid, Formal, Public Opening (no faxes)
- 2. <u>Bids Due</u>: Friday, May 8, 2009 at 2:00PM
- 3. Reply To:

City of Mountain View Attention: Ellen Boyd, Buyer 500 Castro Street Mountain View, CA 94041

or

P.O. Box 7540 Mountain View, CA 94039-7540

Phone: (650) 903-6324 Fax: (650) 968-5472

Questions: Call the person named above for questions regarding this proposal process.

- 4. Reply Format: The entire bid form, including all attachments, must be returned by the bid due date to the above address. The envelope returning the bid shall have the bid number and the due date.
- 5. <u>Deviations from Bid Specification</u>: If there are any deviations from the brands and/or specifications, the Vendor MUST note such differences, brand names, model numbers and attach brochures and a complete description of the goods or services bid. The burden of showing the equivalency is on the Vendor.
- 6. <u>Bid Award</u>: The City reserves the right to reject any and all bids, or to waive any errors, discrepancies or irregularities. The bid will be awarded at the discretion of the City Manager (formal bids) or Purchasing Agent (all other bids) on an item-by-item basis, or in any fashion that best meets the needs of the City. All blanks for unit prices must be completed.

TERMS AND CONDITIONS

- 1. Payment Terms: The City's payment terms are at a minimum, net thirty (30) days after acceptance of service or delivery of goods. The Vendor's invoice must easily match the unit prices listed in this bid and must include the Vendor's Social Security number or Federal Tax I.D. number. Vendors may offer discounted payment terms and those should be listed on the Vendor's response.
- 2. <u>Time of Delivery/Completion</u>: Time is of the essence on this purchase order. The Vendor shall deliver all of the goods or complete all of the services called for under this proposal within the number of working/calendar days or by the date specified for completion in this proposal, unless the delays are caused by the City or by Acts of God. Failure to deliver on time shall be grounds for termination of this Agreement or invoke "Liquidated Damages" if required below.
- 3. <u>Freight Charges</u>: All prices bid shall include all freight costs and ownership transfers to the City at the City's location and are F.O.B. destination to the designated locations. Freight, if quoted separately, shall be prepaid and added to the invoice with ownership transferring to the City when delivery is completed to the City's location.

4. Liquidated Damages:

Required	∇	Not Required
Requirea		Not Kequirea

If required, it is agreed by the Vendor that if the goods or services are not delivered complete, as called for in this proposal, damages will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Vendor will pay to the City the sum of Three Hundred Fifty Dollars (\$350) per day for each and every calendar day's delay in finishing the work in excess of the number of working or calendar days prescribed or in excess of the date specified for completion or delivery of the goods or services, whichever is applicable in this Proposal; and the Vendor agrees to pay said liquidated damages as herein provided; and in case the same are not paid, agrees that the City may deduct the amount thereof from any moneys due or that may become due the Vendor under this proposal.

Partial payments paid to the Vendor after the scheduled completion dates shall not be constituted as a waiver of the City's right to assess liquidated damages.

5. **Firm Prices:** All quotes will be held firm for a minimum of thirty (30) days after the bid due date listed above to allow adequate time for the City to consider each

bid and make an award. All blanks for unit price and total price shall be completed. Any discrepancy between the unit price and the extended or total price shall be determined by taking the lower price. Upon receipt of this bid by the City, the Vendor shall be presumed to be thoroughly familiar with all the aspects of this proposal, including installation sites and all specifications and requirements of this proposal. The failure or omission to examine any location, equipment, form, instrument or document shall in no way relieve Vendor from any obligation in respect to this bid.

- 6. Warranty: The delivered or installed goods, equipment or services shall be warranted to be free from defects in material and workmanship. The warranty period shall begin upon acceptance by the City. As a minimum, all goods, equipment and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, representations of the Vendor and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective goods, equipment or services shall be replaced or repaired quickly at the City's location during the warranty period at no expense to the City. If repairs cannot be made at the City's location, the Vendor shall transport/ship the equipment to a repair facility. All repairs must be completed and the equipment returned to the City within seventy-two (72) hours of a call for service. If the Vendor fails to have the equipment repaired within seventy-two (72) hours, the Vendor shall provide an equal "loaner" piece of equipment until the City's equipment is returned in operating condition.
- 7. <u>MSDS</u>: General Industrial Safety Order 5195 requires Material Safety Data Sheets (MSDS) be supplied, for all applicable items, with the initial delivery.
- 8. Ownership and Collusion Financial Interest by City Employees: The Vendor certifies, by signing this bid, that he/she has not, directly or indirectly, been collusive with any other vendor or anyone else interested in this bid. Additionally, the Vendor stipulates that no City officer or employee shall be financially interested, either directly or indirectly, in any contract, sale, purchase or lease to which the City is a party, and the Vendor stipulates that no City officer or employee has greater than five percent (5%) ownership in this company, as per Section 706 of the City of Mountain View Charter.
- 9. <u>Assignment</u>: Any purchase order issued as a result of this bid may not be assigned without written consent of the City.
- 10. <u>Termination</u>: Any purchase order issued as a result of this bid may be terminated by the City at any time with ten (10) days' written notice. The City will only pay for any goods or services ordered and accepted by the City. Any payments made

in advance will be returned to the City on a prorated basis with the City only paying for those goods or services actually provided.

- 11. <u>Funding Out Clause</u>: Any purchase order issued as a result of this bid may be terminated every June 30 based upon the City Council not funding the purchase of goods or services to be provided in this bid after each July 1.
- 12. <u>Nondiscrimination</u>: The Vendor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status or physical or mental disability.
- 13. Applicable Laws and Attorneys' Fees: This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.
- 14. <u>Hold Harmless</u>: The Vendor hereby agrees to and shall indemnify, defend and hold the City, its officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death and/or property damage, caused by negligent acts, errors or omissions in performance of professional services under this Agreement by the Vendor or the Vendor's contractors, subcontractors, agents or employees' operations under this Agreement. The City shall cooperate reasonably in the defense of any action, and the Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.

15.	Extending Contract Pricing: The successful Vendor will extend bid pricing as
	quoted herein to other political subdivisions (i.e., cities, counties, school districts,
	etc.).
	☐ Yes ☐ No
	If prices bid herein are offered to other political subdivisions, additional delivery
	charges, if any, must be negotiated between the political subdivision and the
	Vendor.

16. Entire Agreement: This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully

- expressed herein. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.
- 17. <u>Signatures</u>: The undersigned understands and agrees that the conditions set forth in the instructions to vendors, the terms and conditions and the specifications, together with the proposal and any other documents submitted in response to the foregoing, shall form a part of and be construed with the purchase order/contract.

VENDOR:

Company Name	Street Address of Company	
Signature of Officer	City, State, Zip	
Printed Name of Officer	Telephone No./Fax No.	
Title of Officer	Federal I.D. Tax Number	
AS-8^ (QS Short) (Rev. 2/14/05)		

GENERAL SPECIFICATIONS BUNKER RAKING UNIT

offered must be provided with the bid to aid the City in its evaluation. All equipment must be installed, connected and in good operating order. The preferred model is a Toro Sand Pro 3040, Model 08703. Indicate in the spaces provided below if the It is the intent of this specification to describe a bunker rake unit, powered by a gasoline engine. The City of Mountain View workmanship. Brochures, drawings, picture or catalogs, including a detailed description of any alternate or substitute items manufacturer's current standard production model and must carry the manufacturer's standard warranty against defects or intends to put this unit into operation and use at Shoreline Golf Links. The unit is to be equipped with all normal standard equipment and accessories, and including headlights for early morning operations. All equipment offered must be new equipment being offered by the bidder meets or does not meet the City's specification, item by item.

SPECIFICATIONS

Meel Spec	4 cycle gas engine 16 horsepower (11.9 kW) net @3600 RPM Electronic ignition Full pressure lubrication Double air filtration	
Meets City's Specification (YES or NO)		
If "NO", please specify the manner in which the item does not meet City specification.		

<u>Item</u>	Meets City's Specification (YES or NO)	If "NO", please specify the manner in which the item does not meet City specification.
VEHICLE		
 Forward speed: 0-10 mph Reverse speed: 0-4 mph Quick Attach System for attachments Hydraulic system capacity: 5 gallons, with reservoir Rear engine placement on high strength steel frame Foot pedal control, forward/reverse Hydraulic traction to keep all three wheels working together Dynamic braking through hydrostatic transmission 		
ATTACHMENTS		
Quick attachment A-frame assemblyRear tooth rake		
TIRES AND WHEELS		
Three 22x11.00-8 tubeless tires		
• Hand operated choke and throttle		
 Hydraulic control for raising/lowering with float Foot actuated service and parking brake Cutting unit engage switch 		
	Meets City's	If "NO", please specify the

INSTRUMENTATION

Hour meter

ELECTRICAL

- 12 volt battery, 15 amp 12 volt electric starter

WEIGHT

930 pounds

WARRANTY

Two year limited warranty

manner in which the item does not meet City specification.			
Specification (YES or NO)			

GENERAL SPECIFICATIONS FAIRWAY MOWER

good operating order. The preferred model is a Toro Reelmaster 5410, Model 03670. Indicate in the spaces provided below if It is the intent of this specification to describe a fairway mower, powered by a diesel engine and providing hydraulic reel drive. The Unit is to be equipped with defects or workmanship. Brochures, drawings, picture or catalogs, including a detailed description of any alternate or substitute items offered must be provided with the bid to aid the City in its evaluation. All equipment must be installed, connected and in all normal standard equipment and accessories, and including headlights for early morning operations. All equipment offered must be new manufacturer's current standard production model and must carry the manufacturer's standard warranty against the equipment being offered by the bidder meets or does not meet the City's specification, item by item.

SPECIFICATIONS

<u>Item</u>	Diesel, 4 cylinder 35.5 horsepower (26.5kW) net @3000 RPM Pressurized lubrication system with 5 U.S. qt capacity Rear mounted radiator, 7.0 U.S. quart capacity Heavy duty three-stage, radial seal air cleaner with With restriction indicator	,
Meets City's Specification (YES or NO)	33000 RPM ith 5 U.S. qt capacity quart capacity al air cleaner with	Meets City's
If "NO", please specify the manner in which the item does not meet City specification.		If "NO", please specify the

CONTROLS

Single foot-operated traction pedal

Dual precision adjustment for bedknife to reel

8 blade cutting units, 22" wide, 5" diameter

Manually controlled reel speed

- Foot actuated mow speed limiter
- Foot actuated service and parking brake
 - Hand operated throttle
- Cutting unit raise/lower joystick
 - Ignition key switch
- Cutting unit engage switch
- Reel drive circuit for front and rear cutting units

			If "NO", please specify the
			Meets City's

<u>Item</u>	Specification (YES or NO)	manner in which the item does not meet City specification.
INSTRUMENTATION		
 Hour meter Fuel gauge Engine coolant temperature gauge Engine oil pressure gauge High engine coolant temperature 		
Battery voltageGlow plug indicatorDiagnostic indicator		
ELECTRICAL		
 Heavy Duty 12 volt battery, 585 cold cranking 40 amps alternator Traction pedal Operator presence in seat Cutting unit engage/disengage safety interlock switches 		
WEIGHT		
• 2505 pounds	·	
	Meets City's	If "NO", please specify the

manner in which the item does not meet City specification.	
Specification (YES or NO)	
<u>Item</u>	ith ANSI B71.4-2004 and CE requirements

CERTIFICATION

Complies with ANS

WARRANTY

Two year limited warranty

GENERAL SPECIFICATIONS GREENSMOWER

It is the intent of this specification to describe a greensmower, powered by a gasoline engine. The City of Mountain View intends to put this unit into operation and use at Shoreline Golf Links. The unit is to be equipped with all normal standard equipment and the bid to aid the City in its evaluation. All equipment must be installed, connected and in good operating order. The preferred accessories, and including headlights for early morning operations. All equipment offered must be new manufacturer's current drawings, picture or catalogs, including a detailed description of any alternate or substitute items offered must be provided with model is a Toro Greensmaster 3100, Model 04356. Indicate in the spaces provided below if the equipment being offered by standard production model and must carry the manufacturer's standard warranty against defects or workmanship. Brochures, the bidder meets or does not meet the City's specification, item by item.

SPECIFICATIONS

	<u>Item</u>	Meets City's Specification (YES or NO)	If "NO", please specify the manner in which the item does not meet City specification.
ENGINE			
• • •	Air cooled gasoline engine (570 cc) 18 horsepower, 2850 rpm high idle, 1650 low idle Air cooled, 34.8 cu. in.		
FUEL CAPACITY	PACITY		
•	7.0 gallons unleaded gasoline	Meets City's	If "NO", please specify the

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VEHICLE

- Mowing speed: 3.8 mph
- Transport speed: 8.1 mph
 - Reverse speed: 1.9 mph
- Hydraulic system capacity: 4.5 gallon oil reservoir
 - Leak detector
- Hydraulic drive, individual pump and valve sections operating 3 reel motors
 - Hydraulic gear pump
- Foot pedal forward and reverse
- Power steering, adjustable steering arm, tilt

TIRES AND WHEELS

Three tires 18x9.50-8, tubeless smooth tread

CUTTING UNITS

- 8 blade reels with aluminum Wiehle Roller
 - 5" diameter, 21" length reels
- Dual click adjustment from reel to bedknife

If "NO", please specify the

Meets City's

manner in which the item does not meet City specification.			
Specification (YES or NO)			

manner in which the item does not meet City specification.			·						If "NO", please specify the
Specification n (YES or NO) n									Meets City's
<u>Item</u>	CONTROLS	 Hand operated choke, throttle, gear selection Foot operated traction drive, brakes, mow/lift pedal Foot actuated service and parking brake Ignition key switch 	INSTRUMENTATION	Hour meterVolt meter	ELECTRICAL	 12 volt battery, 32 amp hour 16 amp alternator Operator presence in seat Cutting unit engage/disengage safety interlock switches 	WEIGHT	1000 pounds with reels	

manner in which the item does not meet City specification.

Specification (YES or NO)

CERTIFICATION

Complies with ANSI B71.4-2004

WARRANTY

- Two year comprehensive limited warranty Two year engine warranty Lifetime ignition warranty

GENERAL SPECIFICATIONS LIGHT DUTY UTILITY VEHICLE

equipment must be installed, connected and in good operating order. The preferred model is a John Deere Gator TX 4x2. Indicate must carry the manufacturer's standard warranty against defects or workmanship. Brochures, drawings, picture or catalogs, including operation and use at Shoreline Golf Links. The unit is to be equipped with all normal standard equipment and accessories including headlights for early morning operations. All equipment offered must be new manufacturer's current standard production model and a detailed description of any alternate or substitute items offered must be provided with the bid to aid the City in its evaluation. All in the spaces provided below if the equipment being offered by the bidder meets or does not meet the City's specification, item by It is the intent of this specification to describe a light duty utility vehicle. The City of Mountain View intends to put this unit into

SPECIFICATIONS FOR LIGHT DUTY VEHICLE

	YES NO	NO	COMMENTS
Engine/Electrical			
	:		
4 cycle gas			
Solid State 12 V ignition	:		
Air Cooling			
One Cylinder			
Overhead Valves			
13 Horsepower			
Full pressure lubrication			
401 cc Displacement			

1125 +/-75 RPM Idle (no load)	
3750 +/-75, Fast (no load)	, i
38 Amp/he, 340 cca	
Two 37.5 Watt Halogen Headlights	
16.6 Amp Regulated Alternator	
38 Amp/Hr, 340 cca Battery	
Spark Arresting Muffler	_
Brakes	
All Wheel Hydraulic Disc	
Rear Mechanical Disc, Hand Operated Park Brake	
Tires	
Turf Surface: front and rear	
Dimensions	
Seating Capacity – 2	
Professional High Back, Tilt Forward Seat	
1000 pound payload capacity	
1000 pound towing capacity	
Cargo Box	
16 gauge steel material	
600 pound capacity	
Tailgate hinged at bottom and removable	-
Suspension and Steering	

Independent spring over shock, spring A-arm front steering	
Turning radius – 11.25	
11.25 foot single parabolic leaf-spring rear	
Rack and pinion steering	
5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	
Transmission	
Continuously variable transmission	
Spun top cog drive belt	
Sealed bearings	
Standard, hand operated differential lock	
Fully enclosed, oil bath transaxle	
Miscellaneous	
Hour meter, fuel gauge, 12V DC outlet	
Lift kit	
Bedliner	